

All correspondence referring to announcements and subscription of Government Gazette must be addressed to its Administration office. Literary publications will be advertised free of charge provided two copies are offered.

Toda a correspondência relativa a anúncios e à assinatura do *Boletim Oficial* deve ser dirigida à Administração da Imprensa Nacional. As publicações literárias de que se receberem dois exemplares anunciam-se gratuitamente.



SUBSCRIPTION RATES — ASSINATURA

	YEARLY (Annual)	HALF-YEARLY (Semestral)	QUARTERLY (Trimestral)
All 3 series (As 3 séries)	Rs. 40/-	Rs. 24/-	Rs. 18/-
I Series	Rs. 20/-	Rs. 12/-	Rs. 9/-
II Series	Rs. 16/-	Rs. 10/-	Rs. 8/-
III Series	Rs. 20/-	Rs. 12/-	Rs. 9/-

Postage is to be added when delivered by mail —
Acréscio o porte quando remetido pelo correio

GOVERNMENT GAZETTE

BOLETIM OFICIAL

Government Press

Notice

The subscribers to the Government Gazette are kindly reminded that their present subscription term ends on the 31st of March 1969, which is the close of the financial year.

In case they wish to continue to be subscribers for the ensuing financial year of 1969-70 they have to renew their subscriptions from 1st April, next.

The subscriptions can also be opened for half-year i.e. from 1st April, 1st July or 1st October or for any quarter beginning on 1st April, 1st July, 1st October or 1st January.

Renewal of subscription should be effected on or before 31st March 1969, in order to avoid interruption in the dispatch of copies of the Gazette. It should be noted that subscribers are entitled to receive copies of the Gazette only from the date the subscription rates have actually been paid.

The subscription charges are accepted either in cash, money order or demand draft on State Bank of India, Panaji, in favour of the Manager, Government Printing Press, Panaji, Goa, only. Remittances by cheques or any other form of payment will not be accepted.

GOVERNMENT OF GOA, DAMAN AND DIU

Special Department

Notification

OSD/RRVS/21/66

In exercise of the power conferred by the proviso to article 309 of the Constitution, read with the Government of India, Ministry of Home Affairs Notification No. F.1/29/68-GP dated the 29th June, 1968, the Administrator of Goa, Daman and Diu is pleased to make the following rules regulating the Recruitment of persons to Class I posts in the Office of the Chief Electrical Engineer under the Government of Goa, Daman and Diu.

1. **Short title.** — These rules may be called Goa Government, Chief Electrical Engineer's Office Class I (Gazetted) posts Recruitment Rules, 1969.

2. **Application.** — These rules shall apply to the posts specified in column 1 of the Schedule to these rules.

3. **Number, classification and scale of pay.** — The number of posts, classification of the said posts and the scales of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit and other qualifications.** — The method of recruitment of the said posts, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the aforesaid Schedule.

Provided that,

- (a) the maximum age limit specified in the Schedule in respect of direct recruitment may be relaxed in the case of candidates belonging to the Scheduled Castes and Scheduled Tribes and other special categories in accordance with the orders issued by the Central Government from time to time; and
- (b) no male candidate, who has more than one wife living and no female candidate, who has married a person having already a wife living, shall be eligible for appointment, unless the Government, after having been satisfied that there are special grounds for doing so, exempts any such candidate from the operation of this rule.

5. **Power to relax.** — Where the Administrator is of the opinion that it is necessary or expedient so to do, he may, by order, for reasons to be recorded in writing and in consultation with the Union Public Service Commission, relax any of the provisions of these rules in respect of any category of persons/posts.

6. These rules shall come into effect from the date of their publication and will relate to appointments to the various posts on or after this date.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. K. Bhamot
Chief Secretary

Panaji, 19th February, 1969.
30th Magha, 1890.

SCHEDULE

Name of the post	No. of posts	Classification	Scale of Pay	Whether Selection Post or non-Selection Post	Age for direct recruits	Educational and other qualifications required for direct recruits	Whether age and educational qualifications prescribed for direct recruits will apply in the case of promotees	Period of probation, if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer, and percentage of the vacancies to be filled by various methods	In case of recruitment by promotion/deputation/transfer, grades from which promotion/deputation/transfer to be made	If a DPC exists, what is its composition making recruitment	Circumstances in which U.P.S.C. is to be consulted in making recruitment
1	2	3	4	5	6	7	8	9	10	11	12	13
1. Chief Electrical Engineer.	One	General Central Service Class I Gazetted.	Rs. 1300-60-1600-100-1800.	Selection	Not Applicable.	Not applicable.	Not Applicable.	2 years	By promotion falling which by transfer on deputation.	<p>Promotion: Executive Engineer with 5 years service in the grade.</p> <p>Transfer on deputation: Officers of the rank of Superintending Engineer, falling which Executive Engineer with 5 years service as such from the Central/State Governments or Electricity Boards. (Period of deputation ordinarily not exceeding 5 years).</p>	Class I As required under the Union Public Service Commission (Exemption from Consultation) Regulations, 1958.	
2. Executive Engineer.	Three	General Central Service Class I Gazetted.	Rs. 700-40-1100-50/2-1250.	Selection	Not Applicable.	Not applicable.	Not Applicable.	2 years	By promotion falling which by transfer on deputation.	<p>Promotion: i) Deputy Executive Engineer with 5 years service in the grade. ii) Assistant Engineer with 8 years service in the grade.</p> <p>Transfer on deputation: Officers of the rank of Executive Engineer, falling which Assistant Executive Engineer with 5 years service as such, from the Central/State Governments or Electricity Boards. (Period of deputation ordinarily not exceeding 3 years).</p>	Class I As required under the Union Public Service Commission (Exemption from Consultation) Regulations, 1958.	

Finance (Revenue) Department

Notification

Fin. (Rev)/2-36/AR/1/2517/69

In exercise of the powers conferred by the first proviso to sub-section (1) of section 7 of the Goa, Daman and Diu Sales Tax Act, 1964 the Government is pleased to add the following entries to the First Schedule appended to the said Act, namely:—

“Entry 22. Foreign liquor and Indian Made Foreign liquor.

Entry 23. Motor Spirit which is commercially known as petrol, diesel oil, aviation spirit and aviation turbine fuel.

Entry 24. Table cutlery including knives, forks & spoons.

Entry 25. Carpets and durries (except made of khadi or of handloom).

Entry 26. Ivory articles, including articles inlaid with ivory.

Entry 27. Ladies hand-bags and vanity bags.

Entry 28. Playing cards.

Entry 29. Furs and articles of personal and domestic use made therefrom.

Entry 30. Crockery.

Entry 31. Leather goods other than footwear.

Entry 32. Adrema machines.

Entry 33. Aeroplanes and its spare parts.

Entry 34. Electroplated articles and wares.

Entry 35. Sanitary goods and fittings”.

This notification shall come into force with effect from 1st April, 1969.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. Subramanian, Finance Secretary.

Panaji, 3rd March, 1969.

Saka 12th Phgn., 1890.

Law and Judicial Department

Notification

LD/N/96/68/69

The Essential Services Maintenance Act, 1968 (59 of 1968) which was recently passed by Parliament and assented to by the President of India on 28th December, 1968 is hereby republished for general information.

V. R. Vaze, Under Secretary (Law).

Panaji, 21st February, 1969.

The Essential Services Maintenance Act, 1968

AN

ACT

to provide for the maintenance of certain essential services and the normal life of the community

Be it enacted by Parliament in the Nineteenth Year of the Republic of India as follows:—

1. **Short title, extent and duration.**— (1) This Act may be called the Essential Services Maintenance Act, 1968.

(2) It extends to the whole of India:

Provided that it shall not apply to the State of Jammu and Kashmir except to the extent to which the provisions of this Act relate to Union employees.

(3) It shall cease to have effect on the expiry of three years from the date of commencement of this Act except as respects things done or omitted to be done before such cesser of operation of this Act, and section 6 of the General Clauses Act, 1897, shall apply upon such cesser of operation of this Act as if it had been repealed by a Central Act. 10 of 1897.

2. **Definitions.**— (1) In this Act, —

(a) «essential service» means —

(i) any postal, telegraph or telephone service;

(ii) any railway service or any other transport service for the carriage of passengers or goods by land, water or air with respect to which Parliament has power to make laws;

(iii) any service connected with the operation or maintenance or aerodromes, or with the operation, repair or maintenance of aircraft;

(iv) any service connected with the loading, unloading, movement or storage of goods in any port;

(v) any service connected with the clearance of goods or passengers through the customs or with the prevention of smuggling;

(vi) any service in any mint or security press;

(vii) any service in any defence establishment of the Government of India;

(viii) any service in connection with the affairs of the Union, not being a service specified in any of the foregoing sub-clauses;

(ix) any other service connected with matters with respect to which Parliament has power to make laws and which the Central Government being of opinion that strikes therein would prejudicially affect the maintenance of any public utility service, the public safety or the maintenance of supplies and services necessary for the life of the community or would result in the infliction of grave hardship on the community, may, by notification in the Official Gazette, declare to be an essential service for the purposes of this Act;

(b) «strike» means the cessation of work by a body of persons employed in any essential service acting in combination or a concerted refusal or a refusal under a common understanding of any number of persons who are or have been so em-

ployed to continue to work or to accept employment, and includes —

(i) refusal to work overtime where such work is necessary for the maintenance of any essential service;

(ii) any other conduct which is likely to result in, or results in, cessation or substantial retardation of work in any essential service.

(2) Every notification issued under sub-clause (iv) of clause (a) of sub-section (1) shall be laid before each House of Parliament immediately after it is made if it is in session and on the first day of the commencement of the next session of the House if it is not in session, and shall cease to operate at the expiration of forty days from the date of its being so laid or from the re-assembly of Parliament, as the case may be, unless before the expiration of that period a resolution approving the issue of the notification is passed by both Houses of Parliament.

Explanation. — Where the Houses of Parliament are summoned to re-assemble on different dates, the period of forty days shall be reckoned from the later of those dates.

3. Power to prohibit strikes in certain employments. — (1) If the Central Government is satisfied that in the public interest it is necessary or expedient so to do, it may, by general or special Order, prohibit strikes in any essential service specified in the Order.

(2) An Order made under sub-section (1) shall be published in such manner as the Central Government considers best calculated to bring it to the notice of the persons affected by the Order.

(3) An Order made under sub-section (1) shall be in force for six months only, but the Central Government may, by a like Order, extend it for any period not exceeding six months if it is satisfied that in the public interest it is necessary or expedient so to do.

(4) Upon the issue of an Order under sub-section (1), —

(a) no person employed in any essential service to which the Order relates shall go or remain on strike;

(b) any strike declared or commenced, whether before or after the issue of the Order, by persons employed in any such service shall be illegal.

4. Penalty for illegal strikes. — Any person who commences a strike which is illegal under this Act or goes or remains on, or otherwise takes part in, any such strike shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to two hundred rupees, or with both.

5. Penalty for instigation, etc. — Any person who instigates, or incites other persons to take part in, or otherwise acts in furtherance of, a strike which is illegal under this Act shall be punishable with imprisonment for a term which may extend to one year, or with fine which may extend to one thousand rupees, or with both.

6. Penalty for giving financial aid to illegal strikes. — Any person who knowingly expends or supplies any money in furtherance or support of a strike which is illegal under this Act shall be punishable with imprisonment for a term which may extend to one year, or with fine which may extend to one thousand rupees, or with both.

7. Power to arrest without warrant. — Notwithstanding anything contained in the Code of Criminal Procedure, 1898, any police officer may arrest without warrant any person who is reasonably suspected of having committed any offence under this Act. 5 of 1898.

8. Act to override other laws. — The provisions of this Act and of any Order issued thereunder shall have effect notwithstanding anything inconsistent therewith contained in the Industrial Disputes Act, 1947, or in any other law for the time being in force. 14 of 1947.

9. Repeal and saving. — (1) The Essential Services Maintenance Ordinance, 1968, is hereby repealed. 9 of 1968.

(2) Notwithstanding such repeal, anything done or any action taken under the said Ordinance shall be deemed to have been done or taken under this Act, as if this Act had come into force on the 13th day of September, 1968.

Notification

LD/N/97/68/69

The Indian Tariff (Amendment) Act, 1968 (63 of 1968), which was recently passed by the Parliament and assented to by the President of India on 31-12-1968 is hereby reproduced below for the general information of the public.

V. R. Vaze, Under Secretary (Law).

Panaji, 21st February, 1969.

The Indian Tariff (Amendment) Act, 1968

AN

ACT

furthcr to amend the Indian Tariff Act, 1934.

Be it enacted by Parliament in the Nineteenth Year of the Republic of India as follows: —

1. Short title and commencement. — (1) This Act may be called the Indian Tariff (Amendment) Act, 1968.

(2) The provisions of clauses (a), (d) and (e) of section 2 shall come into force on the 1st day of January, 1969, and the remaining provisions shall come into force at once.

2. Amendment of First Schedule. — In the First Schedule to the Indian Tariff Act, 1934, —

32 of 1934,

(a) in Item No. 28(35), in the last column headed "Duration of protective rates of duty", for the figures "1968", wherever they occur, the figures "1971", shall be substituted;

(b) in items Nos. 28(36) and 28(37), —

(i) in the fourth column headed "Standard rate of duty", for the figures "90", wherever they occur, the figures "50", and for the figures

res "100", wherever they occur, the figures "60" shall be substituted;

(ii) in the last column headed "Duration of protective rates of duty", for the figures "1968", wherever they occur, the figures "1971" shall be substituted;

(c) after Item No. 28(37), the following Items shall be inserted, namely: —

1	2	3	4	5	6	7
"28(38) The following dye intermediates, namely, —						
	(1) Ortho anisidine,					
	(2) Phenyl Peri Acid,					
	(3) J. Acid,					
	(4) Ortho Toluidine,					
	(5) 4-Chloro-2-Nitro Aniline,					
	(6) Diethyl Meta Amino Phenol,					
	(7) Para Anisidine,					
	(8) Para Toluidine,					
	(9) Diamino Stilbene Disulphonic Acid. —					
	(a) of British manufacture;	Protective	90 per cent <i>ad valorem</i>.	...	...	December 31st, 1971.
	(b) not of British manufacture.	Protective	100 per cent <i>ad valorem</i>.	...	...	December 31st, 1971.
28(39) The following dye intermediates, namely, —						
	(1) Anthraquinone,					
	(2) Aceto-acet-anilide,					
	(3) Aceto-acet-o-Toluidide,					
	(4) Tobias Acid,					
	(5) Aceto-Acet-o-Chloroanilide,					
	(6) C acid (2 chloro-5-toluidine-4-sulphonic acid or 6-chloro-m-toluidine-4-sulphonic acid) —					
	(a) of British manufacture;	Protective	50 per cent <i>ad valorem</i>.	...	...	December 31st, 1971.
	(b) not of British manufacture.	Protective	60 per cent <i>ad valorem</i>.	...	...	December 31st, 1971.
28(40) The following dye intermediates, namely, —						
	(1) M-nitro-aniline,					
	(2) M-nitro-p-toluidine (MNPT),					
	(3) Metanilic acid,					
	(4) 1-amino-anthraquinone,					
	(5) Phenyl J. acid,					
	(6) 1:5 di-amino-anthraquinone,					
	(7) 2:6 diamino-anthraquinone,					
	(8) Quinizarine,					
	(9) Schaeffer's acid,					
	(10) M-chloro aniline,					
	(11) O-chloro aniline,					
	(12) P-chloro aniline,					
	(13) 2:5 dichloro aniline,					
	(14) 4-chloro-2-anisidine,					
	(15) O-nitro anisole,					
	(16) P-nitro anisole,					
	(17) 4-chloro-2-nitro anisole,					
	(18) 5-chloro-o-toluidine,					
	(19) O-nitro aniline,					
	(20) Para toluidine meta sulphonic acid,					

1	2	3	4	5	6	7
28(40)—	(21) O-amino azo toluene, (22) 1:4 diamino anthraquinone, (23) 1-chloro anthraquinone, (24) R. salt, (25) Benzoyl J-acid, (26) P-nitrosophenol, (27) Dinitrostilbene disulphonic acid, (28) Peri acid, (29) 2:5 dimethyl-4-chloro-phenyl thioglycolic acid, (30) Beta naphthalene thioglycolic acid, (31) 4-chloro-o-toluidine, (32) Amino Iso G-acid, (33) 1-Amino-6-nitro-2-naphthol-4- sulphonic acid, (34) Para nitro toluene sulphonis acid, (35) Anthraquinone-1-sulphonic acid sodium salt. —					
	(a) of British manufacture;	Protective	50 per cent <i>ad valorem</i>.	...	...	December 31st, 1971.
	(b) not of British manufacture.	Protective	60 per cent <i>ad valorem</i>.	...	...	December 31st, 1971.
<p><i>Note.</i>— The articles specified in Items Nos. 28(35), 28(36), 28(37), 28(38), 28(39) and 28(40) and manufactured in a British Colony, shall be deemed to be of British manufacture.</p>						

(d) in Items Nos. 30(1) (b) (1), 30(15), 30(16), 75(9), 75(10), 75(11), 75(12) and 75(14), —

(i) in the third column headed "Nature of duty", for the word "Protective", wherever it occurs, the word "Revenue" shall be substituted;

(ii) in the last column headed "Duration of protective rates of duty", the entry "December 31st, 1968", wherever it occurs, shall be omitted.

(e) in Item No. 30(1) (b) (ii), —

(i) in the third column headed "Nature of duty", for the word "Protective", the word "Revenue" shall be substituted;

(ii) in the fourth column headed "Standard rate of duty", for the figures "100", the figures "60" shall be substituted;

(iii) in the last column headed "Duration of protective rates of duty", the entry "December 31st, 1968" shall be omitted.

(f) in Item No. 66(a), —

(i) in the fourth column headed "Standard rate of duty", for the figures "40", the figures "27½" shall be substituted;

(ii) in the last column headed "Duration of protective rates of duty", for the figures "1968", the figures "1971" shall be substituted.

(g) in Item No. 66(1), —

(i) in the fourth column headed "Standard rate of duty", for the figures "40", the figures "20" shall be substituted;

(ii) in the last column headed "Duration of protective rates of duty", for the figures "1968", the figures "1971" shall be substituted.

Food and Civil Supplies Department

ORDER

2-29/68-69/FCS-CS

In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955) read with Order No. S. O. 1844 dated 18th June 1966 of the Government of India, Ministry of Commerce and all other powers enabling him in that behalf, the Lieutenant Governor of Goa, Daman and Diu hereby makes the following Order, namely:—

1. **Short title, extent and commencement.**— (I) This Order may be called the Goa, Daman and Diu Tyres and Tubes of cars, buses, jeeps, vans, trucks, tractors etc. (Supply and Distribution) Order 1969.

(2) It extends to the whole of the Union Territory of Goa, Daman and Diu.

(3) It shall come into force with immediate effect.

2. **Definitions.**— In this Order unless the context otherwise requires —

(a) «Dealer» means a person carrying on the business of purchase or sale of tyres and tubes of cars, buses, jeeps, vans, trucks, automobiles of any other category whatsoever tractors and tractor-trol-

liers whether wholesale or retail and whether or not in connection with any other business and includes an agent of the dealer.

(b) «Director of Transport» means the Director of Transport of the Government of Goa, Daman and Diu.

(c) «Government» means the Government of the Union Territory of Goa, Daman and Diu.

(d) «Tyres and Tubes» means tyres and tubes for cars, buses, jeeps, vans, trucks, automobiles of any other category whatsoever tractor and tractor trolleys as the case may be.

(e) «Vehicle» means and includes a car, buses, jeeps, vans, trucks, automobiles of any other category whatsoever as the case may be.

3. Every dealer shall maintain a stock and sale register in form «A» in which he shall mention the existing stock of tyres and tubes, sizewise, as on the day of the coming into force of this order and stocks received and quantities sold from time to time.

4. Every dealer shall except when especially exempted by the Government in this behalf, submit to the Director of Transport true return in form B of the stocks, receipts and deliveries of tyres and tubes, sizewise, every fortnight (1st to 15th and 16th to end of the month) so as to reach him within three days after the close of the fortnight.

5. The dealer shall sell tyres and tubes only to the consumers or garages in the territory of Goa, Daman and Diu on production of the concerned requisition certificate of the vehicle.

6. Every dealer shall issue to every customer a correct receipt or invoice giving his own name, address and the vehicle number, the name, address of the customer, the date of transaction, the quantity sold and total amount charged and shall keep a duplicate of the same to be available for inspection on demand by any officer authorised by the Government in this behalf.

7. Every dealer shall display at a conspicuous part of the premises where he carries on his business, the price list furnished to him by the manufacturer, importer, distributor or another dealer, as the case may be, in a manner so as to be easily accessible for consultation by any consumer.

8. No dealer shall withhold from sale/supply of tyres and tubes ordinarily kept for sale.

9. No dealer shall charge a price in excess of that fixed by the manufacturers, producers or distributors, where the price is so controlled.

10. Director of Transport or any officer authorised in this behalf by the Government may, from time to time, by general or special order issue to any dealer or any person acting on his behalf such direction regarding the purchase, maintenance of stock storage, sale disposal, delivery and distribution of tyres and tubes, as it may deem fit and every dealer or other person to whom any order or direction is issued under this order shall comply with such order or direction.

11. (1) The Director of Transport or any officer authorised in this behalf by the Government or by the Director of Transport may, with a view to securing compliance with this Order.

(a) require any person dealing in tyres and tubes to furnish such return, information or statistics or produce such accounts, books or documents relating to his business, as may be specified.

(b) inspect or cause to be inspected any stock or any books or other documents belonging to or under the control of any person.

(c) enter and search or authorise any person to enter and search any premises and seize or authorise any person to seize any articles in respect of which he has reason to believe that a contravention of this Order has been committed and any other article in the premises which he has reason to believe has been or is intended to be used in connection with such contravention.

(2) The provisions of Section 102 and 103 of the Code of Criminal Procedure 1898 (5 of 1898) to search and seizure shall, so far as may be, apply to searches and seizure under this clause.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

V. H. Sakhalakar, Under Secretary (Planning).

Panaji, 28th February, 1969.

Notification

6-4/68-69/FCS-CS

In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1965 (No. 10 of 1965) read with the order of the Government of India, Ministry of Food, Agriculture, Community Development and Cooperation (Department of Food) No. GSR. 1111 dated 24-7-1967, and with the prior concurrence of the Government Notification no. CS/290/799/68 dated 29-7-68, the Lt. Governor of Goa, Daman and Diu hereby directs that breads made from wheat shall not be sold in retail at a price exceeding maximum set out in the Schedule appended hereto, with effect from the date of publication of this Notification in the Government Gazette.

And further directs that —

(i) the Baker/Bakery owner shall display at their business premises the correct weight and respective price of bread kept for sale, and

(ii) the weight of the bread kept for sale shall confirm to the actual weight as displayed in the business premises of the Baker/Bakery owners.

SCHEDULE

Sr. No.	Description	Price
1.	Small bread of 60 grams	10 paise
2.	bread of 100 grams	15 "
3.	bread of 150 grams	22 "
4.	bread of 420 grams	60 "
5.	bread of 840 grams	1.20 "

By order and in the name of the Administrator of Goa, Daman and Diu.

V. H. Sakhalakar, Under Secretary (Planning).

Panaji, 4th March, 1969.

Industries and Power Department

ORDER

I&L/1/7-A/65

The following draft of the Goa, Daman and Diu State-Aid to Industries Rules, which the Administrator of the Union territory of Goa, Daman and Diu proposes to make in exercise of the powers conferred by section 7 of the Goa, Daman and Diu State Aid to Industries Act, 1965 (No. 15 of 1965), is hereby published as required by sub-section (3) of that section for the information of all persons likely to be affected thereby, and notice is hereby given that the draft will be taken into consideration on or after the ..., 196.

Any objection or suggestion received from any person with respect to the said draft, before the date so specified will be considered by the Administrator of the Union territory of Goa, Daman and Diu.

DRAFT RULES

1. Short titles and commencement.—(1) These rules may be called the Goa, Daman and Diu State-aid to Industries Rules, 1968.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules unless the context otherwise requires.

(a) «Act» means 15 of 1965 the Goa, Daman and Diu State-aid to Industries Act, 1968;

(b) «Competent authority» means the Director, as defined in sub-rule (d) of this rule and including such other officer as may, by order, be empowered by the Government of the Union territory of Goa, Daman and Diu under section 3, to grant loans to small Scale and Cottage Industries;

(c) «Cottage industry» means an industry (the fixed capital of which does not exceed Rs. 25,000/- in value) which, whether or not using mechanical or electric power, is ordinarily carried on in the home of an artisan in the Union Territory, by the artisan and his dependents and occasionally with the aid of hired-labour in which case the number of persons including the artisan, his dependents and hired labour does not exceed nine;

(d) «Director» means the Director of Industries, Goa, Daman and Diu and includes any other officer empowered by the Government to perform the functions of the Director;

(e) «Form» means a form, and includes mortgage deed, appended to these rules;

(f) «Section» means a section of the Act;

(g) «Small Scale Industry» means an industrial business or enterprise defined, for the time being, as a small scale industry by the Central Government;

3. Purposes for which Loans may be granted.—Loans may be granted to any Small Scale or Cottage industry for one or more of the following purposes, that is to say,

(a) the purchase of land required for an industry;

(b) the construction of buildings or worksheds, godowns, warehouses, railway sidings, wells and other works necessary for the industry;

(c) the purchase of tools, equipment, appliances plant and machinery;

(d) the erection of plant and machinery;

(e) the purchase of raw materials or for other use as working capital otherwise than as cash credit;

(f) any other specific purposes depending upon the circumstances of each case, such as, for enabling the borrower to tide over initial production difficulties, for meeting initial losses for reasons beyond the control of the industry or for payment for services of a highly qualified technical consultant.

4. Officers competent to grant Loans and amount of Loan to be granted.—(1) Subject to the provisions of sub-rule (2) and those rules, the following officers are hereby empowered to grant loans not exceeding the amount specified against each of them, that is to say;

	Rs.
(a) B. D. O.	1,000
(b) Assistant Director of Industries Goa, Daman and Diu ...	2,000
(c) Director of Industries Goa, Daman and Diu	5,000
(d) To Secretary to Government Industries and Labour Department	1,00,000

Provided that, except with the previous approval of the Government of the Union territory, the amount of loan proposed to be granted to any person together with the amount of any loan or loans, if any, already granted to him in respect of the same industry shall not exceed the amount which the officer is empowered to grant as aforesaid.

(2) The competent authority shall before sanctioning any loan satisfy himself that the applicant is able to raise sufficient working capital or that the amount proposed to be borrowed will be sufficient for being used as working capital.

5. Mode of application.—Every application for loan under these rules shall be made in prescribed Form I, (which can be had at a cost of 12 paise per form) to the competent authority, and shall be accompanied by

(a) copies of title deed(s) in respect of the assets offered as security for the loan applied for, and where agricultural lands are offered as security, the «no objection» certificate from the Collector or Civil Administrator concerned and

(b) a fee of ½% of the amount of loan applied for, or Rs. 250/- whichever is less, to meet the costs incurred in granting the loan, that is to say, for examining the documents for drawing up the mortgage deed and other like matters. The fee should be credited to XXIX/Industries other receipts (a) Department of Industrial/Rural Industries Project Office. Such fee shall be refunded in all cases in which an application is rejected on a preliminary scrutiny itself;

Provided that where immovable properties are not offered as security, a lump sum of Rs. 25/- only shall be remitted towards, fee.

Note: Where a good, marketable title has not been made out in respect of the property offered as security, the competent authority may, with the previous sanction of the Government accept a lesser title if the legal adviser to the Government advises that (1) the title is a title under which the holding will not be disturbed, (2) it present no probability of an adverse claim being made and (3) it can be sold under suitable conditions as to title without materially affecting the market value of the property.

6. Enquiry into nature and extent of security offered.—The competent authority, before sanctioning any loan—

(a) shall verify the *bona fide* and the sufficiency of the security offered by the person *desiring* to obtain loan under section 3 and

(b) may, where an application for loan is in respect of a small scale industry, the capital assets of which in the opinion of the competent authority exceed Rs. 3.5 lakhs, demand from the applicant at any stage of the security of the application, an affidavit in Form II.

7. Nature of security required.—(1) Loans granted upto one thousand rupees, shall be secured by personal bond of the applicant, and in case of the applicant being a firm, by the personal bonds of all partners being jointly and severally liable thereunder:—

Provided that the application is recommended by a local committee or social organization approved by the Government of the Union territory for the purpose, or by any District Advisory Board, a Community Development or National Extension Service Block Advisory Committee.

(2) Loans exceeding Rs. 1,000/- but not exceeding Rs. 5,000/- shall be secured by one or more personal securities. The solvency of sureties shall be got renewed every year, by the borrowers and produced to the competent authority for safe custody:

Provided that the solvency of the sureties is certified by an official of the Revenue Department—

(a) where the amount of loan does not exceed Rs. 2,000/-, not lower in rank than that of a Mamlatdar; and

(b) where the amount of loan exceeds Rs. 2,000/-, not lower in rank than that of a Deputy Collector/Civil Administrator.

(3) (a) No loan shall be granted to any Cottage Industry unless the net value of the security offered in the form of movable or immovable property or both is not less than the amount proposed to be granted as loan.

(b) In the case of any small scale industry the amount of the loan shall not exceed 75% of the net value of the security similarly offered.

(4) Except in cases falling under sub-rules (1) and (2), every loan shall be secured by—

(i) a mortgage or floating charge on the whole of the assets of the industry; or

(ii) a mortgage or floating charge on the other assets belonging to the borrower; or

(iii) a mortgage or floating charge on the assets of the surety or sureties of the borrower or

(iv) a combination of all or any of the forms of security mentioned in classes (i) to (iii):

Provided that raw materials, stock-in-trade and finished products may be excluded from the charge if the security offered is entirely in the form of immovable property.

(5) Where the value of security offered is at any time during the terms of the loan found inadequate, the borrower shall give such further or additional security as may be required by the competent authority for the due repayment of the loan.

(6) Where the borrower is a limited company, the competent authority may obtain in addition such personal guarantees as it may consider necessary from the Director or the Managing Agents of the Company.

8. Principal of valuation.—(1) The value of assets of an industry or of any property offered as collateral security shall, so far as they do not consist of money be taken to be—

(a) in the case of fixed assets acquired by purchase for cash, that is to say land, buildings, leasehold, railway sidings, plant and machinery, additions and improvements thereto, trade marks and designs, the price at which these assets were acquired, subject to the fact that reasonable deductions for wear and tear such deductions being calculated in the case of buildings, machinery and plant at the rate fixed as allowable depreciation under the Income Tax Act, 1961 and appreciable increase or decrease in the market value of the site, machinery (other than second hand machinery) and buildings may also be taken into consideration:

Provided that land should not ordinarily be accepted as security for an amount greater than half its market value;

(b) in the case of fixed assets acquired by purchase otherwise than for cash, the value of the consideration at the time the assets were acquired, provided that the competent authority is satisfied with the value so arrived at;

(c) in the case of stores, spares and tools not taken into use the cost price or price of replacement, whichever is less;

(d) in the case of stores, spares and tools which have been used but are still in stock, the cost price less a proper deduction due to wear and tear;

(e) in the case of stock-in-trade or manufactured stock, the cost of manufacture or the market selling price whichever, is less, if purchased stock the cost price or price of replacement, whichever is less;

(f) in the case of book debts, the nominal amount of these debts, but the debts shall be classed as good and doubtful and no account shall be taken of doubtful debts, being debts which, having been due, have not been recovered for over two years:

(g) in the case of investment in Government securities, the face value and

(h) in the case of any other assets which have not been acquired by purchase, the value of the assets at the time when they become assets of the business subject to a reasonable deduction for wear and tear, provided that no value shall be placed upon the goodwill, patents or secret process of any business.

(2) The value of the assets so far as they consist of money, shall be all cash with bankers or on hand, the value of cash in other countries being taken at the rate ruling on the day on which the valuation is made;

(3) The value of the additional assets that will be created by the application of the loan granted under these rules shall be money *expended* on the acquisition of immovable property and machinery having *long* life and on the liquidation of encumbrances on existing fixed assets which contribute to the enhancement of the capital value of the concern;

(4) The assets having been valued as mentioned above, all debts and liabilities of the business shall be deducted, other than accumulated profits and reserves in the case of limited companies, proprietary and partnership concerns, and the balance shall represent the net value or the surplus of assets and shall be the value of the business for the purposes of the Act.

9. Valuation Certificates.—(1) The following officers shall be competent to issue certificates of valuation of lands, buildings, machinery, etc. offered as security towards the loan granted under these rules.

(a) Mamlatdars (in case of solvency certificates regarding encumbrances of property), and in case of land.

(b) Block Development Officers.

(c) Director of P. W. D. in the case of Buildings.

(d) Director of Transport. The President of the Motor Vehicle Committee in case of trucks and other vehicles.

(e) Reputed firms of valuers or Architects or Chartered Accountants.

Note: From among the above officers, any two can jointly issue a valuation certificate which would be valid for the purposes of granting loan:

(2) (a) The aforesaid valuation certificates shall be furnished by the Government Officers free of cost.

(b) The applicant shall furnish true declaration to the officer concerned of any encumbrance or charge of any interest of claim by way of inheritance, gift, or otherwise however, to which the property to be valued is subject.

(c) Government reserves the right for revaluation of the securities offered and may at any time revalue the securities, if found necessary. If subsequently in the opinion of the Government, it is found that the securities became inadequate the borrower will be required to produce additional security as acceptable to the Government.

Provided that the valuation made by a licensed Architect approved by the Government may be accepted, if the borrower bears the expenses of such valuation and deposits the requisite sum in advance with the competent authority.

Note: Where lands or buildings or both are offered as security in respect of loans not exceeding Rs. 2,000/- the competent authority shall himself make the necessary enquiries if found necessary to satisfy himself about the adequacy of the security offered.

10. Disbursement.—(1) After a loan is granted under rule 3, the Director of Industries and other officers empowered shall issue an order in Form II which shall set forth all the conditions regulating the grant of such loan. The competent authority shall obtain a consent letter from the borrower agreeing to the terms and then disburses the loan in one or more instalments as it thinks proper after obtaining the signature of the borrower at the end of the referred to and also after taking from him a mortgage deed or deeds and/or a surety bond or bonds, from the personal surety or sureties in one or more Forms subject to such variations as may be sanctioned by Government in individual cases.

(2) Loans may be disbursed at the —

(a) Office of the competent authority, or offices under his control, or

(b) Taluka/Treasuries/Sub-Treasuries.

(3) No loan shall be disbursed to an applicant unless the borrower or his surety, if any, executes a bond to the satisfaction of the competent authority. The loanee shall give a personal bond or a bond from his surety as the case may be, to the competent authority who shall record a certificate to this effect on the bill after which these loans shall be drawn in Form T. R. 42 and paid to the loanee directly by crossed cheque.

11. Estate of interests.—(1) The rate of interest at which loans may be granted under these rules shall be the rate prescribed and published by the Central Government from time to time, for similar loans sanctioned from the consolidated Fund of India. The rate of interest will also depend upon the period for which loan is taken.

(2) Interest shall accrue from the date of disbursement of the loan. Where a loan is disbursed in instalments, interest on each instalment shall be charged from the date of disbursement of each such instalments.

(3) On every instalment of principal which is not paid on the due date penal interest at the rate of 4% per annum in addition to the usual rate of interest shall be charged from the said date on the amount in arrears for the period for which it remains unpaid:

Provided that the competent authority may, on sufficient cause being shown, remit such penalty in whole or in part.

(4) Where the payment of interest is delayed for a period of more than six months from the due date then, there shall be *imposed* from that date on the amount of interest in arrears interest at the enhanced rate of 1% more than the rate of interest specified in sub-rule (1) and the amount in arrears shall, at the expiry of six months, be capitalised and added to the principal which shall bear interest at such increased rate.

12. Terms of repayments.—(1) Subject to the provisions of this rule, the amount of loan and interest thereon shall be repayable by such fixed annual or as the case may be, half yearly instalments as the competent authority may determine in this behalf.

(2) The repayment of loan granted primarily for working capital shall commence one year after the date of disbursement and the repayment of loan

granted for other purposes shall commence two years after the date of disbursement of the first instalment.

(3) Where loan is granted for both working capital and for other purposes, it shall be treated as two separate loans, and repayment thereof shall commence as determined under sub-rule (1).

(4) The period of repayment of loan for lands, buildings, plant, machinery, equipment and other fixed assets shall in no case exceed ten years and for working capital five years from the date of disbursement of the first instalment of loan.

(5) Repayment of loan and interest shall be made at the nearest Government Treasury to the credit of the Government but the competent authority may, if it deems it fit, authorise repayment at any other Government Treasury. The repayment of loan including interest shall be made after the loanee presents a challan in triplicate, for necessary counter-signature of the authority who sanctioned the loan. One copy of the challan with due endorsement of the Treasury shall be presented to the competent authority after payment, who will record the entries in the loan register, maintained by it. The borrower shall promptly intimate to the competent authority the place at which and the date on which he has made such repayment of loan instalment and interest along with a copy of the vouchers of the treasury, indicating the loan transaction to which such repayment relates. Every borrower shall lodge a repayment schedule with the competent authority, by the first fortnight of each financial year. (i. e. by 15th April of each year) showing the amount of principal and interest repaid, and outstanding balance to be repaid as at the close of 31st March of the previous year.

(6) The amount of each instalment shall be rounded to the nearest rupee, except in the case of the last instalment where the amount shall be rounded to the nearest multiple of five paise.

(7) Nothing contained in these rules shall prevent a borrower from repaying at any time a sum larger than the amount of an instalment or from repaying the entire amount of loan in one single payment. If any sum in excess of the amount of any instalment be paid, it shall be credited in reduction of the principal amount the number of future instalments, being reduced if necessary, but no postponement of subsequent instalments be allowed, except in the final instalment if such alteration is necessary to adjust the balance due.

(8) If the amount due for any instalment is paid before the due date, such repayment shall entitle the borrower to a corresponding remission of interest in respect of complete months only and to no other concession, and it shall be treated for all purposes as having been made on the due date.

(9) The repayment of an instalment may be suspended by the competent authority whenever from causes beyond the borrower's control such repayment becomes, in the opinion of the competent authority, unduly burdensome. Whenever the payment of an instalment is suspended all the remaining instalments due on the loan shall be postponed by one instalment period:

Provided that nothing in this rule shall enable the competent authority to make an order, which

will have the effect of extending the period of repayment to over seven years, in the case of loans granted primarily for working capital and twelve years in other cases:

Provided further that the suspension of repayment of an instalment shall not carry with it suspension of interest except under the orders of the Government and in exceptional circumstances beyond the control of the borrower.

(10) Where a borrower has paid all instalments on due dates, then at the time of paying the last instalment he may be allowed a rebate of 1/2% which shall be adjusted against the amount of the last instalment.

13. Maintenance and insurance of mortgaged properties.—(1) The borrower shall maintain or cause to be maintained in good and substantial repair the premises, buildings, plants, machinery, equipment and all other properties mortgaged (whether by himself or by this sureties or surety) as security for the loan. He shall, unless exempted by the competent authority in writing insure the mortgaged property against loss or damage by fire and theft and shall duly and regularly pay the premium payable in respect thereof, as and when they became due and payable. In the event of failure to carry out any repairs or to effect the insurance or pay the premium when due, the competent authority may himself do so or cause them to be done and incur the expenditure necessary therefore. The expenditure so incurred shall be recovered in accordance with the provisions of sub-section (1) of Section 6.

Provided that the competent authority may require the borrower to insure the property mortgaged for securing loan before the loan is advanced to him.

(2) The borrower shall within a period of three months from the date of receipt of the loan amount insure all the assets mortgaged for the loan by him to the Government against loss or damage by fire, riots, civil connection etc. with some Insurance Co. to be approved by the competent authority and assign the policy in favour of the President of India. This condition of the insurance shall be waived in cases of loans not exceeding Rs. 5000/-. Insurance shall be compulsory for loans above Rs. 5,000/- and shall be equal to the amount of loans.

14. Recovery of loan for breaches of conditions.— Every loan granted under these rules shall be applied for the purpose for which it is granted, if at any time it is proved to be satisfaction of the competent authority or officer deputed by it or authorized by the State Govt. in this behalf that the loan or any part thereof has not been applied for the purpose for which it was granted, the whole unpaid balance of the loan with interest and costs, if any, shall forthwith become payable and shall be recovered in accordance with the provisions of sub-section (1) of Section 6.

15. Inspection of accounts and works.— (1) The borrower shall be bound to permit the Director of Industries and other competent authorities or any other officer deputed by them by general or special order in writing or any other persons authorized in this behalf by the Government at all reasonable times, to inspect the premises, accounts books, machinery, plant, appliances, etc. and all other belong-

ings and things connected with the development of industries in respect of which the loan has been granted and to provide all reasonable facilities for such inspection.

(2) Any building, godown, warehouse, plant, machinery, appliances etc. purchased out of the loan granted under these rules and which serve as security shall be maintained and kept in good and efficient condition to the satisfaction of the Director of Industries.

(3) The Director of Industries may pass an order that a building, godown, warehouse, machinery, plant, appliances, etc., referred to in sub-rule (1) above shall be repaired, reconstructed, renewed or re-conditioned at the cost of the borrower and if the borrower fails to carry out such order, the loan or any balance thereof and all other moneys outstanding against the borrower shall become repayable forthwith repaid and if not repaid, the same may be recovered as arrears of land revenue in the following manner:

(a) Loans above Rs. 5,000/- to be recovered with the previous sanction of the Government.

(b) Loans upto and inclusive of Rs. 5,000/- to be recovered under the instructions of the officer granting the loan.

16. Submission of certificate by the borrower.—The borrower shall submit to the competent authority within three months from the date of disbursement of the first and each subsequent instalment of the loan, a certificate showing the amount actually spent and the purpose for which it has been spent and shall annually submit to the competent authority information regarding the working and general condition of the industry for which the loan is granted under these rules in such form as the competent authority may, from time to time, direct.

17. Accounts and Audit.—(1) The account of every industry in respect of which a loan exceeding Rs. 5,000/- is granted under these rules shall be audited at least once in every year by an auditor approved by the competent authority.

(2) Where the accounts of the industry are audited under any other law for the time being in force by an auditor, a certified copy of the annual statement of accounts together with the auditor's report in full shall be submitted to the competent authority:

Provided that the competent authority may at any time, if it thinks it necessary so to do get the accounts of the borrower in respect of the industry for which the loan is granted, audited (at the expense of the borrower) by an auditor approved by the competent authority.

(3) The borrower shall rectify the objections and any errors or omissions pointed out by such auditor.

18. Consequences for not complying with conditions of grant of loan.—Where the conditions subject to which a loan is granted under these rules are not complied with, no profits shall be appropriated by the borrower if he is a partnership firm and no dividends shall be distributed in excess of 3% per annum, if the borrower is a limited company, without the approval of the competent authority.

19. Loans to Industrial Cooperative Societies.—Loans can be sanctioned to the Industrial Cooperative Societies including Industrial Estates, against the Society's borrowing capacity and against its general assets and keeping in view the pattern of financial assistance to industrial cooperatives, as regulated by the Central Government from time to time. Similarly, matching share capital *can* be considered against the above conditions. Loans and managerial subsidy to such co-operative societies may be granted after they are recommended by the Registrar of Cooperative Societies. Interests shall be paid by the borrower and Industrial Cooperative Societies, at the normal rates. Concession if any and if justified, shall be given by direct subsidy on recommendation of the Registrar of Cooperative Societies, for which a separate claim has to be made by the borrower society through the Registrar of Cooperative Societies.

20. Adoption of bye-law for share capital.—The Cooperative Society shall adopt a bye-law making the share capital non-refundable for a period of fifteen years from the date of Government contribution to the share capital. The share capital shall not be refunded within fifteen years. The Society shall create a fund for repayment of Government contribution. The amount standing to the credit of the Fund for repayment of Government's contribution shall not be utilised in the business of the Cooperative Society.

FORM I

(See Rule 5)

DIRECTORATE OF INDUSTRIES AND MINES PANAJI GOA

Form of application for the Loan

Address: ...

Date: ...

To:

The Director of Industries and Mines,
Government of Goa, Daman and Diu
PANAJI—GOA.

Sub-Application for a loan of Rs. ... (Rupees ...)

Dear Sir,

I/We Shri/Smt. ... hereby apply for a loan of Rs. ... (Rupees ...) from you and submit hereunder the particulars required by you.

Enclosed are the following documents for your perusal:

- A) A copy of the Partnership Deed.
- B) Copies of audit balance sheets and profit and loss accounts of the concern for the previous three years.
- C) A copy of each of the principal document of title to property i.e. conveyance of lease, as the case may be.

1. Full name of the concern and/or applicant.

A. Address: Office:
With Tel. No. if any Factory:

2. Constitution of the Concern:

(Whether Sole Proprietorship/Partnership/Ltd. Company)

Particulars regarding:

Proprietor/Partners (his/their name (s), technical qualifications, and designation.

3. i) Nature of industry in respect of which loan is applied for

ii) Products manufactured

4. History of the Concern:

- i) When was the concern established?
- ii) When was it acquired by the applicant, from whom under what circumstances and for what consideration.

5. Capital structure of the Concern:

Name (s) of Proprietor/Director/Partners with his/their respective capital investment (in case of Ltd. Co. the authorised and issued capital may be given).

6. Purpose of loan:

- (i) For construction of building, godown, warehouses, etc. Rs. ...
 - (ii) For purchase of land Rs. ...
 - (iii) For purchase of machinery, plant, and appliances, etc. Rs. ...
 - (iv) For working capital Rs. ...
- Total: Rs. ...

7. Security offered for the loan applied for; The loan will be secured by the first legal mortgage of such existing fixed assets as are owned and by a legal assignment of the full term of lease of such fixed assets as are on lease.

(A) Fixed assets: EXISTING LAND

Its area, its exact location with survey nos. if any (State the name of Village)

Value: Rs. ...

BUILDING:

- a) If building is owned by the applicant, please give the value at cost less depreciation of such building (survey no. of the land on which the building stands, may be stated).
- b) If holding is on lease, please state here «ON LEASE» and state period of lease.

Depreciated Value: Rs. ...

PLANT AND MACHINERY:

Please give detailed particulars of existing plant and machinery, and state here total value of machinery at original cost less depreciation (Attach a separate list of machinery with the details of the purchase date and original value of each machine.)

Depreciated Value: Rs. ...

Other fixed assets, if any to be offered as additional security (Cars, trucks, etc.)

Depreciated Value: Rs. ...

Total of «A» ... Rs. ...

Note:— If the value of the assets has been written off under any scheme in any year, full particulars should be given.

Fixed assets proposed to be acquired from the loan from the Govt. and offered as security.

- (i) Land: (Freehold/Leasehold) (Please state here the value of the land, its area and the exact location with survey Nos.)
- (ii) Building: (Please state here the value of the building proposed to be owned)
- (iii) Plant and Machinery: Please state here the total value of the additional machinery particulars of each machine is to be given separately stating the source from which it is to be acquired)

Rs. ...

Rs. ...

Total of «B» Rs. ...

8. Full details of the proposed scheme of expansion or development of Industry for which loan is applied for.

9. Period and mode of repayment of loan (Annual/Half yearly).

10. Estimate of probable profits:— The following table should cover a normal year of working after completion of the Industrial Project:—

(a) Gross Sales Proceeds	Rs. ...
(b) Expenditure:	
i) Cost of raw materials and stores	Rs. ...
ii) Rent of factory premises, electricity charges, etc.	Rs. ...
iii) Wages	Rs. ...
iv) Miscellaneous	Rs. ...
Total:	Rs. ...
(c) Gross profit on sales (a-b) proceeds.	Rs. ...
(d) i) Administrative and selling expenses	Rs. ...
ii) Personal remuneration drawn by the Proprietor/Partners	Rs. ...
iii) Interest on borrowings taken (inclusive of Govt. loan)	Rs. ...
iv) Taxation	Rs. ...
Total:	Rs. ...
(e) Net profit (c-d)	Rs. ...
(d) Cash available for liquidation of loan	Rs. ...

Have you applied or taken any other private or bank or Govt. Deptt. Loan? If so, please give details and when it will be repaid.

12. Last year in respect of which Fazenda Assessment has been completed and amount of taxes paid to Fazenda.

13. The number of shifts and workers now employed No. of shifts Average No. of workers in each shift.

- i) Permanent ...
- ii) Temporary ...

14. The name of the Bankers and Address

15. If assets have been insured, the value of insurance in respect of each such assets insured and the name of the insurance Companies.

16. Names and qualifications of your supervisory technical personnel.

17. Nature of Small Scale Industry to be specified.

I/We hereby declare that the particulars given above are furnished for the express purpose of securing the loan or financial accommodation from the Govt. and to the best of my/our knowledge and belief, are true and correct, and no material fact has been concealed or withheld.

Signature of the applicant

Date ...

Address ...

FORM OF AFFIDAVIT

I hereby solemnly declare that the capital assets, i.e. the value of the land, building, machinery and equipment (including the assets which may be created out of the loan applied for) for the ... for which the loan had been applied for does/ will not exceed Rs. 5 lakhs.

Signature of the applicant

Address ...

Date ...

FORM II
(See Rule 10)

No. ...
Government of Goa, Daman & Diu.
Industries & Labour Department,
Secretariat, Panaji.

Dated: ...

GOVERNMENT ORDER

Sanction is hereby accorded for the payment of Rs. ... (Rupees ... only) to Shri ...

As per the «pattern of assistance» approved by the Government of India vide their letter No. GI(GOA)202/37/63, dated 11th June, 1963, of the Ministry of External Affairs, New Delhi, subject to the following conditions:—

1. The loan amount should be utilised for the purchase of ...
2. The loanee should contact the Director of Industries and execute mortgage agreement ...
3. The loan will bear an interest of six percent per annum.
4. The repayment of the loan and the interest thereon should commence at the end of the second year from the date of receipt of the loan. The repayment of principal should be made in nine annual equal instalments and the interest accrued should also be paid simultaneously. The due dates for repayment of principal and interest shall be specified by the Director of Industries and Mines at the times of payment of the loan.
5. The rate of interest, the terms of repayment and other matters are subject to further changes as may be decided by Government if necessary, and the party shall abide by all rules made by the Government from time to time for this purpose.
6. The Government have power to call for the accounts of his ... unit relating to any accounting year and also to depute an officer specially authorised for this purpose to inspect the books of accounts of the said unit, if necessary.
7. For any default in payment of interest of repayment of principal on due date or for any other breach of the terms and conditions of the loan, the loanee is liable to pay penal interest at the rate determined by the Government.
8. The loan is sanctioned in accordance with the provision of State Aid to Medium Small Scale and Cottage Industries Rules.
9. The loan amount has to be utilised within a period of three months from the date of receipt of the loan amount. For the breach of any of the conditions, the loan amount is liable to be recovered in lump sum as arrears of land revenue.
10. The applicant has to obtain a registration number for the unit in question from the Department of Industries, if the same has not been obtained earlier within three months from the date of receipt of the loan amount.
11. ... should be insured against all risk with Life Insurance Corporation of India and the policy assigned to the Administrator of Goa, within 10 days of the receipt of the loan.
12. The amount will be disbursed to the party after fulfilment of the conditions prescribed.
13. The expenditure is debitable to the Budget Head «Demand No. 47, Q-Loans and Advances by state and Union Territory Governments—VII-Industries (b) Scheme in five year plan (6) Loans to Small Scale Industries and Private Parties—Plan.
14. This sanction issues with the concurrence of the Finance Department, vide their U. O. No. ... dated ...

FORM III

(See Rule 10)

AGREEMENT

This agreement made this ... day of ... 196... between the President of India (hereinafter referred to as the Government) and Shri ... which expression shall include his heirs, executors, administrators, legal representatives and permitted

assignees, (hereinafter referred to as the grantee). The parties hereto agree as follows:—

2. Whereas the Government has sanctioned a scheme for grant of loan under Government Rules to the grantee at his request ... the Government has paid a loan of Rs. ... to the grantee under Government Sanction Order No. ... date ... for the purchase of ...

Now these presents witnesseth, that the grantee shall repay to the Government the said loan of Rs. ... by equally yearly instalments of Rs. ... each, the payment of first instalment to be made after 24 months from the date of disbursement of loan and subsequent instalments on the corresponding day of each subsequent year.

And the grantee further covenants that so long as any part of the principal sum of Rs. ... is outstanding he shall pay interest to the Government at 9% per annum on all moneys whatsoever for the time being due and owing under these presents by yearly payments commencing after two years from the date of the disbursement of the loan and thereafter on the corresponding date of each subsequent year until the whole sum of Rs. ... is paid off, provided that if any interest shall remain unpaid for an year after the date on which the same ought to be paid, then and in every such case the interest so in arrears shall at the expiry of such year be capitalised and be added to the principal sum hereby secured and for the time being owing thereunder and shall thenceforth bear interest at the aforesaid rate of 9% and all the covenants and conditions in these presents and the law for the time being in relation to interest shall equally apply to such interest in arrears, provided however, that if the instalments of principal and/or interest is paid on the due date or within such subsequent period not exceeding 6 months as the Government may allow, the grantee shall be bound to pay interest only at the rate of ...% per annum, provided always that the aforesaid provisions shall not be construed as permitting the grantee to allow any interest or principal sum to fall into arrears.

3. Pay the amount of instalment and the interest to the nearest Government Treasury or in any branch of the State Bank of India, transacting treasury business, to the budget head ... which the Director of Industries, Goa, Daman and Diu from time to time specify to the grantee and forward the copy of the challan on this account to the Director of Industries, Panjim each year in the first fortnight of the year.

4. Wherever so required by the Director, allow the Director or any Officer authorised by him to inspect the work for which the loan made as also, the plant, machinery, tools, stores stock appliances etc. purchased out of the said loans or constructed herewith.

5. Furnish within such time as may be fixed by the Director, statement and reports as may be prescribed by the Director and furnish such information concerning said loan, or the work for which the same is advanced or the way in which the said is spent or intended to be spent and other matters connected therewith as Director of Industries, Panjim, may from time to time require.

6. Maintain a register showing the account of the said loan in the form prescribed by the Director and submit the same together with the supporting vouchers for audit to the officials of the Industries Directorate whenever he requires him so to do or to such officials as may be specified by the Government.

7. When so directed in writing by the Director to purchase the equipments and other articles to be purchased with the amount of the said loan or so much thereof as may be specified by the Director.

8. During the continuance of this agreement not to sell, mortgage, or otherwise alienate, charge or assign the tools and equipments purchased with the amount of the said loan without the previous sanction in writing of the Director. Otherwise this agreement shall remain in full force and effect and in the event of breach of any of the conditions mentioned above the said aggregate sum of Rs. ... shall become forthwith payable by the grantee to the Government.

IT IS HEREBY AGREED AND DECLARED that the said aggregate sum of Rs. ... shall also become due and payable in each and every other following events:

- a) If the grantee shall cease to carry on business for any reason whatsoever during the continuance of this agreement.
- b) If the grantee shall fail to take sufficient measure to safeguard the tools and equipments etc. from loss

by fire, accident or otherwise, or fail to maintain the same in efficient condition to the satisfaction of the Director of Industries.

AND IT IS HEREBY FURTHER AGREED AND DECLARED that on the repayment of the said amount of loan on their due dates and in the manner provided the grantee shall be discharged from all obligations herein.

IT IS HEREBY LASTLY AGREED AND DECLARED that all moneys payable hereunder shall without prejudice to any other rights or remedies of the Govt. be recoverable by the Govt. from the grantee as arrears of Land Revenue.

«In witness whereof the parties hereinbefore mentioned have set their hands and seals on the day and the year first above mentioned».

The within named Shri (grantee) signed on this day at Panjim in the presence of;

Witnesses: (1)

(2)

Signed and sealed by Shri , Secretary of Industries, Government of Goa, Daman and Diu for and on behalf of the President of India.

Witnesses: (1)

(2)

(See Rule 10)

Surety bond by one or two sureties

This deed of Surety bond is made on the ... day of ... between Shri ... (First surety) and Shri ... (second surety) hereinafter collectively referred to as the surety/sureties of the first part and the President of India represented by the Secretary of Industries, Govt. of Goa, Daman and Diu hereinafter called the grantor of the second part.

Whereas the Grantor has agreed to advance to Shri ... hereinafter called the grantee/grantees of loan of Rs. ... repayable by equal yearly instalments of Rs. ... each, and the payments must have to be made by the grantee/grantees as per the terms and the conditions of the Agreement entered into by the grantor and the grantee/grantees until the entire debt is repaid together with interest specified in the said agreement.

In consideration of the grantor advancing the said loan to the grantee/grantees the surety/sureties hereby jointly and severally guarantee the punctual repayment of the said loan with interest to the grantor in accordance with the covenant hereinbefore contained. If the grantee/grantees fails to repay any instalments or principal sum together with the said interest punctually the same can be recovered from the surety/sureties, at any time if the grantor thinks fit.

In witness whereof the parties hereinbefore mentioned have set their hands and seals on the day and year first above mentioned.

Sureties

1.

2.

The within named Shri ...

2. Shri ... signed on this ... day of ... 196... at Panjim in the presence of

Witness 1.

2.

Signed and sealed by Shri ... Secretary of Industries, Govt. of Goa, Daman and Diu for and on behalf of the President of India.

(See Rule 10)

MORTGAGE DEED

This mortgage made at ... on the ... day of ... one thousand nine hundred and sixty ... between Shri ... Shri ... carrying on business in partnership in the firm name and style of ... dated ... hereinafter collectively referred to as «the Mortgagors» which expression shall unless the context otherwise admits include his/her respective heirs, executors, administrators and assigns/ ... a/s Society registered under the Maharashtra Cooperative Societies Act, as made applicable to the Union Territory of Goa, Daman and Diu and having its registered office at ... (hereinafter referred to as «the ...» which expression shall unless the context otherwise admits include its successors and assigns) of the one part, and the President of India (hereinafter referred to as «The Mortgagee» which expression shall, unless the context does

not so admit, include his successors and Assigns, of the other part).

Whereas the Mortgagor/s is/are seized and possessed of and otherwise in case of well and sufficiently entitled to the land hereditaments and immovable premises situated laying and being at... property and more particularly described in the first scheduled hereunder written:

And whereas the Mortgagors applied to the Mortgagee under the Government Rules for a loan of Rs. ... for ...

And whereas the Mortgagee has under the said Rules agreed to advance to the Mortgagors the said sum of Rs. ... in instalments subject to the provision contained therein and upon the Mortgagors having agreed to secure repayment thereof in the manner hereinafter prescribed.

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the sum of Rs. ... (Rupees ... paid to the Mortgagors by the Mortgagee on or before the execution of these presents as first advance on account of the said loan (the receipt whereof the Mortgagor/s doth/do hereby admit and acknowledge and of an from the same doth/do hereby release and discharge the Mortgagee and in consideration of further sum (if any) not exceeding Rupees ... to be hereinafter advanced subject to the fulfilment of the conditions on the part of the Mortgagors hereinafter contained (hereinafter called «subsequent instalment/s of the loan» the Mortgagors will repay to the Mortgagee/s the said sum of Rupees with interest thereon at the rate of ... percent per annum within a period of ... years from this date by ... equal six monthly/yearly instalments to be paid after two years from the date of disbursement of the first

instalment of loan ... and the subsequent instalments to be paid of the corresponding day of ... of each subsequent month/year PROVIDED THAT the Mortgagors shall be at liberty to repay the loan by larger instalments and that the mortgagor/s shall in the meantime and so long as any part of the principal sum of Rupees ... shall remain owing pay interest to the Mortgagee at the rate of ... percent per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by monthly/yearly payments the first of which payments shall be made on the ... day of 196... and subsequent monthly/yearly payment shall be made on the ... day of ... each subsequent month/year until the whole sum of Rupees ... is paid of.

PROVIDED THAT if the payment of any instalment of principal be not made on the due date interest payable by the mortgagors thereon shall be at the increased rate of ... percent per annum from the date the said instalment is payable till its payment. Provided further that if the payment of any instalment of interest is delayed for a period exceeding six months from its due date interest payable by the Mortgagors, shall be at the increased rate of ... percent per annum from such due date and the amount of interest in arrears shall at expiry of every six months be capitalised and be added to the principal sum hereby secured land for the time being owing hereunder and shall thenceforth bear interest payable at the increased rate and on the days as aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply to interest on such arrears. Provided further that aforesaid provisions shall not be construed as liberty to the Mortgagors to allow any interest to fall into arrears.

2. PROVIDED ALSO and it is hereby agreed that if the full amount of the said loan shall not be advanced then the amount of each of the said annual instalments of principal and interest shall be proportionately reduced to such amount as may be determined by the Mortgagee. PROVIDED ALSO that if no further of final advance shall be made then the date for the first payment of such annual instalments of principal and interest and of the said annual instalments of accumulated interest shall be determined by the Mortgagee and shall be paid by the Mortgagor accordingly.

3. In further pursuance of the said agreement and for the consideration in case of aforesaid the Mortgagor/s doth/do hereby grant, convey immovable transfer and assure unto the Mortgagee all that piece or parcel or property of land or ground situate lying and being at bearing Matriz no. ... of ... and more particularly described in the first schedule hereunder written TOGETHER with all and sin-

gular the houses, out-houses, edifices buildings, yards, well, compound, paths, water, watercourses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members appurtenances to the said land hereditaments and premises or in anywise appertaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or be appurtenant thereto. AND TOGETHER also with all the right title, interest, claim and demand whatsoever of he/they the Mortgagors into the upon the said piece or parcel of land hereditaments and premises or any part thereof (hereinafter collectively referred to as «the Mortgaged properties») TO HAVE AND TO HOLD the same unto the use of the Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

4. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor/s doth/do hereby assign transfer and assure unto the Mortgagee all his/their undertakings and all his/their property and assets, present and future, the present assets are more particularly set out in Part I of the second schedule hereunder written including the ... to be ... with the said loan particularly set out in Part II of the said second schedule and which undertaking, property assets and the said ... are hereof for the sake of brevity called «the Mortgaged properties» and all the estate right interest, ... claim and demand of the Mortgagors into and upon the Mortgaged properties to have and so hold the same unto the Mortgagee, absolutely subject to the proviso for redemption hereinafter contained and subject to the right of the Mortgagor to deal with the same in the ordinary course of business but not otherwise to the intent that these

In case of Societies and Limited Companies only. presents shall be a specific charge on the said present assets of the Mortgagors and shall be a floating security on the undertaking and

other further property and assets of the Mortgagors so that the Mortgagors shall not be at liberty to create any debenture, Mortgage or charge in priority to these presents without the consent of the Mortgagee.

5. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagors shall comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs. ... and the subsequent instalments of the loan (if advanced) together with interest thereon and shall pay all costs charge and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee

In case of immovable property. shall upon the request and at the costs, charges and expenses of the Mortgagors reassigning and re-

transfer the Mortgaged properties unto the Mortgagors or as they may direct and in the meantime and until default be made by the Mortgagors in payment of the said principal sum and the subsequent instalments of the loan (if advanced) or any instalment thereof or interest thereon or any part thereof the Mortgagors shall remain in the position or receipt of the rents and profits of the said land hereditaments and premises.

6. The said principal sum of Rs. ... and the subsequent instalments of the loan (if advanced) or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every one of the following events:—

(a) If the Mortgagors shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid, as and when it may become due and payable.

(b) If the Mortgagors shall make default in payment of any instalment of interest on the respective due date as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagors shall commit breach of any one of the covenants or provisions herein contained and on his/their part to be observed and performed.

(e) If the Mortgagors or either of them are or is adjudicated insolvent/ if the Mortgagor's Society is wound up.

7. As soon as the principal moneys, including the subsequent instalments of the loan if advanced or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so), to take possession of the Mortgaged properties and to realise the same, and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance

by the Mortgagors or any other person whatsoever claiming under the Mortgagors.

8. If default shall be made in repayment of the Mortgage money or any part thereof on the days and in the manner aforesaid or if the security hereby constitutes becomes enforceable in each and any of the events mentioned in clause 7 hereof, the Mortgagee shall be entitled and shall have full power to sell as per the law in force or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromises and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectively discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof.

9. AND IT IS HEREBY AGREED AND DECLARED THAT whenever any instalment of principal or interest or any other sum due and payable by the Mortgagors under these presents shall be in arrears the same may be recoverable from the Mortgagors in the same manner as an arrear of land revenue under the provisions of any law for the time being in force. Provided always that this clause shall not affect other rights, powers and remedies of the Mortgagee.

10. The Mortgagors doth/do hereby covenant with the Mortgagee as follows:—

(a) that the Mortgagors has/have now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim lines and encumbrances and that the Mortgagors and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof of the Mortgagors and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person as he may direct as shall be reasonably required;

(b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the Mortgagors;

(c) that the Mortgagors will so long as any of the principal moneys including the subsequent instalments of the loan (if advanced) or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of Mortgagors in a proper and efficient manner and for that purpose the Mortgagee hereby permits the Mortgagor to use the said mortgaged property and the Mortgagor shall hold the same for and on behalf of the Mortgagee;

(d) that the Mortgagor will maintain and keep in a good substantial state of repairs and condition of the said mortgaged properties expressed to be hereby assured and shall paint the vessel twice a year at his/their expense and shall set right any repairs, overhauls, damages etc. immediately at his/their expense;

(e) that the Mortgagor will keep the said mortgaged properties insured against loss or damage by fire, riots, civil commotion and marine risks to their full insurable value

the extent amount of the loan with some insurance office to be approved by the Directorate of Industries the policy or policies of the insurance and the receipt or receipts for such payment and will apply all moneys received by the Mortgagors under any such insurance in making good and such loss or damage.

PROVIDED THAT if default shall be made by the Mortgagors in insuring or keeping the mortgaged properties insured as aforesaid then and so often as the same shall happen it shall be lawful (but not obligatory) for the Directorate of Industries on giving 24 hours' notice to the

Mortgagor to insure and keep insured the mortgaged properties to their full insurable value and the Mortgagors will on demand repay to the Mortgagee every sum of money expended for that purpose by the Directorate of Industries with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be first charged upon the mortgaged properties;

(f) that the Mortgagor will duly and punctually pay, perform and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the Mortgagors in respect of the said mortgaged properties or otherwise howsoever;

(g) that the Mortgagors will permit the Mortgagee or any person or persons authorized by him any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of ... the mortgaged properties and render them such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagors or the Mortgaged properties or any part thereof as he or they shall require;

(h) that the Mortgagors shall submit to the Director of Industries within three months from the date on which the first instalment or each subsequent instalments of loan is paid to the Mortgagors a certificate showing the amount actually spent by the Mortgagors and the purpose for which it has been spent and annually sent it to the Director of Industries, information regarding the working and general condition of the undertaking in aid of which the said loan is made in such form as may be approved by the Director of Industries from time to time;

(i) that the Mortgagors shall utilise the amount of the said loan including the subsequent instalments of loan (if advance) for.

In witness whereof, the Mortgagors has/have set his/their respective hands hereto the day and year first above written/ the chairman and the members of the Managing Committee of the ... Society have set their respective hands and the seal of the Society hereto the day and year first above written.

The First Schedule Above Referred to: Part I

All that piece or parcel of land or ground of the quit and Ground Rent Tenure with the messuage tenement or dwelling house standing thereon situate, lying and being at ... and bearing Matriz No. ... and Registo Predial in the Registration Conservatoria the Registo ... containing by admeasurement ... square feet or thereabout, and bounded as follows that yards

is to say:—

- On or towards the East by.
- On or towards the West by.
- On or towards the North by.
- On or towards the South by.

The Second Schedule Above Referred to: Part II

Signed and delivered by the above named Mortgagors in the presence of—

Full name	Address	Signature
1.		
2.		

1.
2.

Received of and from the President of India the sum of Rupees ... being the amount of the Government Loan expressed above to have been paid Rs. ... (Rupees ... only) by the President of India to the Mortgagors above named.

In the presence of:—

1.
2.

I/We Say received Mortgagors.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. R. Shinde, Under Secretary, Industries and Labour Department.

Panaji, 22nd February, 1969.

Labour and Information Department

Notification

EEG/EHI/2/69

In exercise of the powers conferred by section 5 of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959, the Lieutenant Governor of Goa, Daman and Diu hereby directs that the Employer in every establishment in public sector in the Union territory of Goa, Daman and Diu shall furnish such information or return as prescribed in Annexure I and II to this Notification in relation to the vacancies that have occurred or are about to occur in that establishment to the Employment Exchange, Government of Goa, Daman and Diu, Panaji with effect from the 1st January 1969;

And further directs that the employer in every establishment in the Union territory of Goa, Daman and Diu in private sector or every establishment pertaining to any class or category of establishment in private sector shall furnish such information or return as prescribed in Annexure I and II, in relation to vacancies that are occurred or are about to occur in that establishment to the Employment Exchange, Government of Goa, Daman and Diu, Panaji with effect from the 1st day of January 1969, and the employer shall thereupon comply with such requisition;

And further directs that every employer mentioned above shall furnish to the Employment Exchange, Government of Goa, Daman and Diu, Panaji, quarterly return in form I as prescribed in Annexure I to this Notification and biennial returns in Form II as prescribed in Annexure II to this Notification. The quarterly return shall be furnished within 30 days of due dates namely 31st March, 30th June, 30th September and 31st December of every year and biennial returns shall be furnished within 30 days of the due date, and the first return will be rendered with effect from 1st January 1969;

And further, in exercise of the powers conferred by section 6 of the said Act, the Lieutenant Governor of Goa, Daman and Diu hereby empowers the Employment Officer, Government of Goa, Daman and Diu, Panaji or any person authorised by him in writing, to have access to any relevant record or document in the possession of any employer required to furnish the returns under the preceding paragraphs of this Notification and to enter at any reasonable time any premises where he believes such record or documents to be and to inspect to take copies of relevant records and documents and to ask any question necessary for obtaining any information required under the preceding paragraphs of this Notification;

And further, in exercise of the powers conferred by section 8 of the said Act, the Lieutenant Governor of Goa, Daman and Diu hereby directs that no prosecution for an offence under the said Act shall be instituted except by or with the sanction of the Collector, Civil Administrator, as the case may be, in the District of Goa, Daman and Diu in which the establishment is, located.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 11th March, 1969.

ANNEXURE I

FORM I

E. R. I

(See rule 6)

Quarterly returns to be submitted to the Employment Exchange, Government of Goa, Daman and Diu, Panaji within thirty days of the quarter ending 31st March/30th June/30th September/31st December (year).

Name and address of the Employer:

Nature of business:

(Please describe what the establishment makes or does as its principal activity).

1. Total number of persons employed by the establishment. (The figures should include every person, whether work-charged, temporary or permanent, whose wage or salary is paid by the establishment).

	At the end of previous quarter (Date ...)	At the end of current quarter (Date ...)
Males		
Females		
TOTAL		

2. Particulars of vacancies:

(a) Number of vacancies that have occurred.

(b) Number of vacancies notified to—

(i) Employment Exchange, Government of Goa, Daman and Diu, Panaji.

(ii) Central Employment Exchange.

(c) Number of vacancies filled through—

(i) Employment Exchanges;

(ii) Other sources.

(d) Number of vacancies remaining unfilled due to shortage of suitable applicants (Nature of vacancy);

(i) ...

(ii) ...

3. Reasons, if any, for not notifying all vacancies that occur, vide 2 (a) above to Employment Exchanges.

*Delete inapplicable term.

Date ...

To

Signature of Employer,

The Employment Exchange,

(Please fill in here the address of your local Employment Exchange).

ANNEXURE II

FORM II

E. R. II

(See rule 6)

Occupational return to be submitted to the Employment Exchange, Government of Goa, Daman and Diu, Panaji once in two years (on a date to be specified by notification in the Official Gazette).

Name and address of the Employer:

Nature of business:

(Please describe what the establishment makes or does as its principal activity).

1. Total number of persons employed by the establishment on due date as notified in the Official Gazette.

2 Classification of employees by occupations.

(Please give below the number of employees in each occupation separately):

Occupation	Number of employees			
	Men	Women	Total	If possible state how many vacancies you may have to fill during the next 12 months due to retirement, expansion or reorganisation.
Use exact terms such as engineer (Mechanical); teacher (domestic science); officer on special duty (actuary); assistant director (metallurgist); scientific assistant (chemist); research officer (economist); instructor (carpenter); supervisor (tailor); fitter (internal combustion engine); inspector (sanitary); superintendent (office); apprentice (electrician).				
(1)	(2)	(3)	(4)	(5)
TOTAL				

To

The EMPLOYMENT EXCHANGE,

Government of Goa, Daman and Diu, Panaji.

GOVT. PRINTING PRESS — GOA

(Imprensa Nacional — Goa)

PRICE — Rs. 1-20 Ps.